

**IN THE UNITED STATES BANKRUPTCY COURT  
Eastern District of Virginia  
Norfolk Division**

**In re: Grecian Willette Thrias Standley  
Debtor**

**Case No. 20-71174-FJS  
Chapter 13**

**NOTICE OF MOTION FOR AUTHORITY TO SELL REAL PROPERTY**

The above named Debtor has filed a Motion for Authority to Sell Real Property in this bankruptcy case.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one.**

Pursuant to Local Bankruptcy Rule 6004-3, notice is hereby given that:

- 1) The purchase price of the Real Property is \$340,000.00
- 2) The Debtors will receive \$2,257.77 in proceeds exempted under VA Code § 34-4.
- 3) The Trustee will receive directly at closing \$43,119.23 in remaining proceeds as additional funding to the case.

If you do not want the Court to grant the above-referenced Motion, then you or your attorney must:

File with the court a written request for a hearing and an answer explaining your position at:

Clerk of Court  
United States Bankruptcy Court  
600 Granby Street, 4th Floor  
Norfolk, VA 23510

If you mail your response to the court for filing, you must mail it to the address listed immediately above and early enough so that the Court will **receive** it within the time period stated above.

Kathryne M. Shaw (VSB #89561)  
Boleman Law Firm, P.C.  
Convergence Center III  
272 Bendix Road, Suite 330  
Virginia Beach, Virginia 23452  
Telephone (757) 313-3000  
Counsel for Debtor

You must also send a copy to:

Boleman Law Firm, P.C.  
Convergence Center III  
272 Bendix Road, Suite 330  
Virginia Beach, VA 23452

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Dated: December 7, 2021

BOLEMAN LAW FIRM, P.C.  
Counsel for Debtor

By: /s/ Kathryn M. Shaw  
Kathryne M. Shaw (VSB #89561)  
Boleman Law Firm, P.C.  
Convergence Center III  
272 Bendix Road, Suite 330  
Virginia Beach, VA 23452  
Telephone (757) 313-3000  
Counsel for Debtor

### **CERTIFICATE OF SERVICE**

I certify that on December 7, 2021 I have transmitted a true copy of the foregoing document electronically through the Court's CM/ECF system or by mail to the Debtor, Chapter 13 trustee, the United States trustee if other than by the electronic means provided for at Local Bankruptcy Rule 2002-1, and to all creditors and parties in interest on the mailing matrix attached hereto or listed below.

#### **VIA Certified Mail:**

Capital One Bank  
c/o Richard D. Fairbank, CEO  
4851 Cox Road  
Glen Allen, VA 23060

Comenity Bank  
c/o John Marion, Pres.  
One Righter Parkway, Suite 100  
Wilmington, DE 19803

Department Store National Bank  
c/o Douglas C. Morrison, CFO  
5800 South Corporate Place  
Sioux Falls, SD 57104

Navy Federal Credit Union  
c/o Mary A. McDuffie, CEO  
820 Follin Lane SE  
Vienna, VA 22180

Synchrony Bank  
c/o Brian D. Doubles, CEO  
170 West Election Road, Suite 125  
Draper, UT 84020

PNC Bank  
c/o William S. Demchak, CEO  
222 Delaware Avenue  
Wilmington, DE 19899

/s/ Kathryn M. Shaw  
Counsel for Debtor

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**In re: Grecian Willette Thrias Standley  
Debtor**

**Case No. 20-71174-FJS  
Chapter 13**

**MOTION FOR AUTHORITY TO SELL REAL PROPERTY**

Grecian Standley (the “Debtor”), by counsel, files this Motion for Authority to Sell Real Property pursuant to 11 U.S.C. §§ 363 and 1303, Federal Rules of Bankruptcy Procedure 2002, 6004 and 9013, and Local Bankruptcy Rules 6004-1 and 9013-1. In support thereof, Debtor respectfully states the following:

**Jurisdiction**

1. This Court has exclusive jurisdiction over this matter pursuant to 28 U.S.C. § 1334.
2. This proceeding is a core proceeding under 28 U.S.C. §157(b)(2)(A) and (B).
3. Venue is proper pursuant to 28 U.S.C. §1409.

**Facts**

4. On April 6, 2020, Debtor filed for an order for relief under Chapter 13 of the Bankruptcy Code pursuant to 11 U.S.C. § 101 et seq. (the “Petition Date”).
5. The Chapter 13 plan filed on October 21, 2020 has been confirmed by this Court.
6. On November 24, 2021, the Debtor executed an Agreement to Sell Real

Kathyne M. Shaw (VSB #89561)  
Boleman Law Firm, P.C.  
Convergence Center III  
272 Bendix Road, Suite 330  
Virginia Beach, Virginia 23452  
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Counsel for Debtor

Estate (the "Sales Agreement") for the sale of the real property, for a sale price of \$340,000.00 to Alicia and Avion Speed (the "Purchaser").

7. The real estate is commonly known as 6424 Aberdeen Place, Suffolk, VA 23435 (the "Real Property"), and a copy of the full legal description is as follows:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN SUFFOLK CITY, COMMONWEALTH OF VIRGINIA, BEING KNOWN AND DESIGNATED AS LOT 125 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT OF SUBDIVISION OF BURBAGE ACRES (ERRONEOUSLY IN PRIOR DEED IS BURBAGE ACRES) SECTION 2, LOTS 13, 21-24, 49-50, 89-90 AND 115-147 OWNER DEVELOPER HARBOURVIEW PARTNERS SLEEPY HOLE BOROUGH, CITY OF SUFFOLK, VIRGINIA" MADE BY AES CONSULTING ENGINEERS, DATED MARCH 29, 1996, WHICH SAID PLAT IS DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SUFFOLK, VIRGINIA, IN PLAT CABINET 1, SLIDES 163-E; REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PROPERTY AS CONVEYED FROM NIGEL A. TAYLOR, SINGLE TO CHRISTOPHER D. STANDLEY AND GREGIAN W. STANDLEY, AS TENANTS BY THE ENTIRETY WITH THE RIGHT OF SURVIVORSHIP AS AT COMMON LAW, AS DESCRIBED IN DEED INSTRUMENT NO. 2006121100245660, DATED 12/1/2006, RECORDED 12/1/2006.

TAX ID #: 304570500

FOR INFORMATIONAL PURPOSES ONLY. PROPERTY ALSO KNOWN AS: 6424 ABERDEEN PL, SUFFOLK, VA 23435

8. The Real Property is encumbered by a lien with PNC Bank in the approximately payoff amount of \$276,678.00.

9. Based upon the Closing Estimate provided by the closing agent and subject to final verification at the time of closing, the estimated closing costs are estimated to be \$17,945.00.

10. Debtor seeks permission from the Court to sell the Real Property and distribute the proceeds of the sale in the following manner:

a. Payment in full satisfaction of PNC Bank lien in the approximate amount of \$276,678.00.

b. Payment in full of the closing costs in the approximate amount of \$17,945.00.

c. Payment to the Debtor of the proceeds in the approximately amount of \$2,257.77 as exempted proceeds under VA Code § 34-4.

d. Payment to the Trustee directly at closing of the remaining balance of proceeds in the approximate amount of \$43,119.23 as additional funding to the case.

11. Counsel for Debtor will file a Report of Sale with the Court within twenty-one (21) days of the closing.

12. Debtor further request that the Court waive application of Federal Rule of Bankruptcy Procedure 6004(h) in the instant matter in order to facilitate the efficient closing of the sale of the Real Property.

WHEREFORE, Debtor prays that this Court enter an Order: (1) Granting the instant Motion, (2) Permitting Debtor to sell the Real Property, (3) directing the sale proceeds to be applied as requested herein, (4) waiving the applicability of Federal Rule of Bankruptcy Procedure 6004(h) in the instant matter, and (5) for such other and further relief as the Court deems proper.

Respectfully submitted,

**Grecian Willette Thrias Standley**

By Counsel

By: /s/ Kathryn M. Shaw  
Kathryne M. Shaw (VSB#89561)  
Boleman Law Firm, P.C.  
Convergence Center III  
272 Bendix Road, Suite 330  
Virginia Beach, VA 23452  
Telephone (757) 313-3000  
Counsel for Debtor

**CERTIFICATE OF SERVICE**

I certify that on December 7, 2021 I have transmitted a true copy of the foregoing document electronically through the Court's CM/ECF system or by mail to the Debtor, Chapter 13 trustee, the United States trustee if other than by the electronic means provided for at Local Bankruptcy Rule 2002-1, and to all creditors and parties in interest on the mailing matrix attached hereto or listed below.

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5800 South Corporate Place  
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820 Follin Lane SE  
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170 West Election Road, Suite 125  
Draper, UT 84020

PNC Bank  
c/o William S. Demchak, CEO  
222 Delaware Avenue  
Wilmington, DE 19899

/s/ Kathryne M. Shaw  
Counsel for Debtor

ADT Security  
3190 S. Vaughn Way  
Aurora, CO 80014

ARS National Services  
P.O. Box 463023  
Escondido, CA 92046

Bon Secours at Harbour View  
5818 Harbour View Blvd  
Suffolk, VA 23435

Burbage Grant Homeowner's Asso  
5849 Harbour View Blvd.  
Suite 200  
Suffolk, VA 23435

Capital One Bank/TJ Maxx  
P.O. Box 180  
Saint Cloud, MN 56302-0180

Charter Communications/Spectru  
216 Moore Avenue  
Suffolk, VA 23434

City of Suffolk  
Alarm Program  
P.O. Box 142557  
Irving, TX 75014

Comenity Bank  
P.O. Box 183043  
Columbus, OH 43218-3043

Cross Road Dentistry  
4107 Portsmouth Blvd  
Suite #107  
Chesapeake, VA 23321

Dynamic Dental Health Assoc  
PO Box 936368  
Atlanta, GA 31193

Elizabeth River Tunnels  
Bankruptcy Department  
152 Tunnel Facility Drive  
Portsmouth, VA 23707

GC Services  
6330 Gulfton Street  
Houston, TX 77081-1108

Glasser & Glasser  
Crown Center, Suite 600  
580 East Main Street  
Norfolk, VA 23510

Global Lending Services  
Five Concourse Parkway  
Suite 2925  
Atlanta, GA 30325

I.C. System Inc.  
444 Highway 96 East  
Saint Paul, MN 55127-2557

Internal Revenue Service  
Proceedings & Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Macy's/DSNB  
P.O. Box 8053  
Mason, OH 45040

Maryview Medical Center  
3636 High Street  
Portsmouth, VA 23707

National Collegiate Trust  
P.O. Box 2402  
Columbus, GA 31902

Navy Federal Credit Union  
820 Follin Lane SE  
Vienna, VA 22180

Orlans PC  
P.O. Box 2548  
Leesburg, VA 20177

Patient First  
P.O. Box 758941  
Baltimore, MD 21275-8941

PNC Bank  
1 PNC Plaza  
249 Fifth Avenue  
Pittsburgh, PA 15222

Portfolio Recovery Assoc.  
120 Corporate Blvd.  
Norfolk, VA 23502

Receivable Management Systems  
P.O. Box 73810  
Richmond, VA 23235-8047

Rice Dentistry of Chesapeake  
4107 Portsmouth Blvd  
Suite 107  
Chesapeake, VA 23321

Scott & Associates, P.C.  
P.O. Box 62999  
Virginia Beach, VA 23466

Second Round, LP  
P.O. Box 41955  
Austin, TX 78704

SYNCB/Amazon  
P.O. Box 965015  
Orlando, FL 32896-5015

Tate, Kirlin Associates, Inc.  
2810 Southampton Road  
Philadelphia, PA 19154-1207

The TJX Companies, Inc

Service R/A CT Corporation Sy

4701 Cox Rd, Suite 285

Glen Allen, VA 23060

Thomas & Associates, P.C.

4176 South Plaza Trail

Suite 128

Virginia Beach, VA 23452

Union Federal Savings Bank

45 North Pennsylvania Street

Indianapolis, IN 46204

**REAL ESTATE INFORMATION NETWORK INC.**  
**STANDARD PURCHASE AGREEMENT ("AGREEMENT")**



1      **THIS AGREEMENT** is made this 11/24/2021 (date),  
 2      between Alicia Speed **Avion Speed** ("Buyer"),  
 3      GRECIAN STANLEY  
 4      ("Seller"),  
 5      Better Homes&Gardens R.E. Native American Grp ("Selling Firm") (102900 MLS Office No.)  
 6      and 1st Class Real Estate LLC ("Listing Firm") (126400 MLS Office No.)

- 7      **1. AGREEMENT TO SELL PROPERTY:** Pursuant to the terms of this Agreement, Buyer agrees to buy and Seller  
 8      agrees to sell all that certain piece, parcel or lot of land and all improvements and fixtures on such land described  
 9      as follows: **LEGAL DESCRIPTION:**

10     L.125, BURBAGE ACRES, SEC.2 also known as  
 11     6424 Aberdeen Place  
 12     Suffolk **VA 23435**  
 13     (Street address / City / State / Zip code)

14     including, but not limited to, those items listed and described in paragraph 15 (collectively, "Property").

- 15     **2. DEPOSIT:** The deposit (the "Deposit") shall be in the amount of  
 16     **Seventeen Thousand** and 00/100 Dollars (\$ **17,000.00**)  
 17     and paid by  personal check,  federal wire transfer,  certified bank check,  Automated Clearing House  
 18     (ACH), or  other **Cashier's Check**  
 19     by Champion Title ("Escrow Agent"). The  
 20     Deposit shall apply as a credit to Buyer at settlement.

21     Buyer  has paid the Deposit to the Escrow Agent or  will pay the Deposit to the Escrow Agent within two (2)  
 22     business days of the "Ratification Date". For purposes of this Agreement, ratification ("Ratification") shall mean the  
 23     date ("Ratification Date") of communication of final written acceptance by Buyer and Seller of all the terms of this  
 24     Agreement, not the date of removal or expiration of any contingencies.

25     If Buyer fails to pay the Deposit set forth above or if any check or other funds paid by Buyer are dishonored, Escrow  
 26     Agent shall promptly provide written notice of such to Buyer and Seller. In such case, Buyer shall be in breach of  
 27     this Agreement and Seller may, at Seller's option, terminate this Agreement by written notice to Buyer in which event  
 28     neither Buyer or Seller shall have any further liability to the other.

- 29     **3. PURCHASE PRICE:** The Purchase Price of the Property is as follows:

30     \$ **340,000.00** (**Three Hundred Forty Thousand** (Dollars)  
 31     ("Purchase Price") and shall be paid as follows:

32     \$ **17,000.00** Down payment by cashier's or certified check or wire transfer to  
 33     the settlement agent due at settlement;  
 34     \$ **323,000.00** By **Conventional** loan to be obtained by Buyer;  
 35     and  
 36     \$ \_\_\_\_\_ By cash or other financing terms if applicable:

37     VA Funding Fee, FHA MIP or Conventional PMI to be financed as applicable. If private party financing or assumption,  
 38     then the appropriate addendum is attached and shall become a part of this Agreement.

39     This Purchase Agreement was fully ratified by Buyer and Seller as of:

40     **SIGNATURE:** **11/24/21**  
 41      **LISTING AGENT** OR  **SELLING AGENT**

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## **5. DEPOSIT:**

- A. Unless otherwise agreed in writing by Buyer and Seller, if the Deposit is received by Escrow Agent prior to the Ratification Date, the Escrow Agent shall place the Deposit in an escrow account by the end of the fifth (5<sup>th</sup>) business banking day following the Ratification Date. If the Deposit is received by the Escrow Agent after the Ratification Date, the Escrow Agent shall place the Deposit in an escrow account by the end of the fifth (5<sup>th</sup>) business banking day following Escrow Agent's receipt of the Deposit. If Escrow Agent is the Listing Firm or the Selling Firm, the Deposit shall be held and applied in conformity to the Regulations of the Virginia Real Estate Board. Escrow Agent may place the Deposit in an interest-bearing account. All interest, if any, which accrues with respect to the Deposit, shall become the sole and exclusive property of Escrow Agent. Buyer and Seller waive any and all right or entitlement to such interest.
  - B. The Deposit shall remain in escrow until settlement or termination. In the event that the transaction does not close, Escrow Agent shall hold the Deposit in escrow until (i) Buyer and Seller have agreed in a written agreement as to the disposition of the Deposit and the Deposit shall be returned to the agreed-upon party as provided in such written agreement; (ii) the Deposit is successfully interpleaded into a court of competent jurisdiction pursuant to this section; (iii) a court of competent jurisdiction orders such disbursement of the Deposit; or (iv) the Escrow Agent releases the Deposit to the principal to the transaction who is entitled to receive the Deposit in accordance with the clear and explicit terms of this Agreement. Except as provided in the clear and explicit terms of this Agreement, Escrow Agent shall not be required to make a determination as to the party entitled to receive the Deposit.

At the option of a broker, written notice may be sent by the broker that release of such funds shall be made unless a written protest is received from the principal who is not receiving the funds by such broker within 15 days of the date of such notice. Notice of disbursement shall be given to the parties to the transaction in accordance with the Agreement.

- C. If the Property is foreclosed upon while this Agreement is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Agreement, and absent any default by Buyer, the Deposit shall be disbursed to Buyer.

## **6. LOAN APPLICATION / LOAN DENIAL / INTENT TO OCCUPY:**

#### **A. LOAN APPLICATION:**

- i. Unless otherwise indicated below, within seven (7) days of ratification of this Agreement, Buyer shall apply for the specified financing from Movement Mortgage - Toby Harris III, Toby.Harris3@movement.com \_\_\_\_\_ (Name of Lender) and authorize and pay for a credit report, appraisal or other requirements of such lender. If this Agreement is contingent on any inspection of the Property in paragraph 14D, the deadline for Buyer to authorize the lender to order the appraisal is extended to three (3) days after removal of the Property Inspection Contingency. **Should Buyer wish to change lenders, Buyer must obtain written permission from Seller.**

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97 ii. Buyer shall, promptly, diligently and in good faith, undertake each and every action necessary to obtain such  
 98 financing. Buyer's failure to do so shall constitute a default of this Agreement. Except as otherwise provided  
 99 in the Agreement, Buyer shall pay all costs associated with obtaining the financing. Buyer's failure to have  
 100 available for settlement the cash required by this Agreement, including but not limited to down payment,  
 101 closing costs, and prepaids, shall constitute a default of this Agreement.

102 Buyer has the responsibility to lock in the interest rate and discount points with respect to such loan(s).

103 iii. Buyer authorizes lender to keep Listing Firm and Selling Firm apprised of progress and status of loan  
 104 approval, including verification that appraisal has been authorized by Buyer and confirmation of receipt of  
 105 the appraisal. Should the appraisal indicate an appraised value less than the Purchase Price and/or require  
 106 repairs, Buyer instructs lender to deliver a copy of the appraisal, applicable portions of the appraisal or  
 107 affidavit as to value and/or repairs, to Listing Firm upon Seller's request.

108 iv. **Buyer's failure to comply with the provisions of paragraph 6A shall constitute a default of this  
 109 Agreement and Seller shall have the right to terminate this Agreement.**

110 **B. LOAN DENIAL: Buyer authorizes lender to notify Seller, Listing Firm and Selling Firm of loan or  
 111 assumption denial.** If Buyer's loan or assumption application is denied, Buyer shall, within three (3) days of  
 112 any communication of denial to Buyer, provide written notice of such denial to Seller, Listing Firm and Selling  
 113 Firm. At Seller's request, Buyer shall provide Seller a copy of the lender's denial notice and any additional  
 114 documentation confirming the validity of such loan denial as is reasonably requested by Seller. Provided that  
 115 such denial was not the result of Buyer's default, including Buyer's failure to act in good faith to obtain the  
 116 financing or failure to have available for settlement the cash required by the terms of this Agreement, either  
 117 Buyer or Seller shall have the right to terminate this Agreement. In the event of such termination: (i) all parties  
 118 shall execute the appropriate release agreement; (ii) the Deposit shall be refunded to Buyer in accordance with  
 119 paragraph 5B of this Agreement; and (iii) no party to this Agreement shall have any further rights against or  
 120 obligations to any other party to this Agreement. Buyer's failure to send the written notice of denial within such  
 121 three (3) day time period shall constitute a default under this Agreement. Seller may terminate this Agreement  
 122 in the event of Buyer's default for failure to send the written notice of denial or in the event that loan denial was  
 123 the result of Buyer's default. The rights and remedies set forth in this paragraph shall be in addition to the rights  
 124 and remedies specified in paragraph 18.

125 **C. INTENT TO OCCUPY:** Buyer  DOES /  DOES NOT intend to occupy the Property as Buyer's principal  
 126 residence.

## 127 7. REPRESENTATIONS:

128 A. Unless otherwise specified in this Agreement, Buyer represents that neither this Agreement nor the financing is  
 129 dependent or contingent on the sale, settlement, lease or refinancing of other real property.

130 B. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including, without limitation, the  
 131 accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any  
 132 deliberate misrepresentation or material omission which results in Buyer's inability to obtain approved financing  
 133 then Buyer shall be deemed to be in default. Except as provided in paragraph 6B, Buyer shall notify Seller,  
 134 Listing Firm and Selling Firm in writing within three (3) days of Buyer's actual notice of the occurrence of any  
 135 material adverse change in Buyer's financial condition which prevents Buyer from obtaining the specified  
 136 financing under this Agreement. Buyer's failure to give notice of the material adverse change required above  
 137 shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of  
 138 the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (i) proceed to  
 139 closing based upon a modification to this Agreement acceptable to Seller and Buyer; (ii) require that Buyer  
 140 deliver an acceptable First Right of Refusal Agreement; or (iii) terminate this Agreement. The rights and  
 141 remedies set forth in this paragraph shall be in addition to the rights and remedies specified in paragraph 18.

142 C. Except as expressly provided below, Seller represents that Seller (i) owns good and marketable fee simple title  
 143 to the Property, (ii) has the right to transfer the Property without obtaining the consent or approval of any other  
 144 party, including, without limitation, judgment creditors, lienholders, or other lenders, or any court including  
 145 bankruptcy court or court having jurisdiction with respect to the distribution of marital property, (iii) if necessary,  
 146 has or will have sufficient cash or other liquid funds to make any payments required to be made in order to pay  
 147 all brokerage fees due and transfer the Property without any liens attaching to the Property, and (iv) will be in a  
 148 position to transfer title to the Property to Buyer free and clear of all liens, leases and tenancies except as  
 149 expressly provided in this Agreement. Seller further represents and warrants that this Agreement is the valid and

150 binding obligation of Seller and that the party executing this Agreement on behalf of the Seller (in the event  
 151 Seller is not an individual) has the authority to execute and deliver this Agreement on behalf of the Seller.

152 **Exceptions:**


- 157 D. Except as noted below, Seller represents and warrants that Seller is not a nonresident alien, foreign estate,  
 158 foreign trust, foreign partnership or foreign corporation as those terms are defined in the Internal Revenue Code  
 159 and applicable United States Treasury Regulations, including Internal Revenue Code Sections 1445 and 1446.  
 160 Buyer understands that if the Seller is a nonresident alien, foreign estate, foreign trust, foreign partnership or  
 161 foreign corporation as those terms are defined in the Internal Revenue Code and applicable United States  
 162 Treasury Regulations, including Internal Revenue Code Section 1445 and 1446, Buyer may be responsible for  
 163 collecting and filing tax withholding on Seller's behalf as required under such regulations. Legal counsel should  
 164 be consulted.


167 E. Seller also represents and warrants that (Check appropriate box):

- 168  The Property is not served by an onsite septic system.
- 169  The Property is served by an onsite septic system that is not subject to a waiver.
- 170  The Property is served by an onsite septic system that has been granted a waiver which is not  
 171 transferable to Buyer. Buyer has received from Seller the Disclosure Regarding Validity of Septic  
 172 System Operating Permit as required by §32.1-164.1:1 of the Code of Virginia, a copy of which is  
 173 attached to this Agreement. A copy of the Onsite Sewage (Septic) Addendum is attached and shall  
 174 become a part of this Agreement.
- 175  Other (enter the applicable exemption for transfer subject to waiver pursuant to §32.1-164.1:1.C. of  
 176 the Code of Virginia) \_\_\_\_\_

- 177 F. If any representation by Seller is materially untrue, Seller shall be deemed to be in default under the terms of  
 178 this Agreement and Buyer shall have the right to terminate this Agreement, whereupon the Deposit shall be paid  
 179 to Buyer, in accordance with paragraph 5B, and Buyer shall have all of its rights as the non-defaulting party  
 180 under paragraph 18. Additionally, if settlement does not occur as a result of Seller's misrepresentations and  
 181 Buyer incurs any expense relative to appraisal and property inspection, Seller will be deemed liable for such  
 182 expense and Buyer may, in addition to its other rights under this Agreement, recover such expense, including  
 183 reasonable attorney's fees, from Seller.


186 8. **SETTLEMENT / POSSESSION:** Settlement to be on or before 1/8/2022 ("Settlement  
 187 Date"). The Settlement Date may be extended by \_\_\_\_\_ days (if blank, the parties deem the extension  
 188 to be 10 days) solely for the purpose of:

- 189 i. processing and closing the specified loan in compliance with applicable law and/or  
 190 ii. correcting any defects reported by a title examiner.

191 The Settlement Date shall be deemed to include any extension ONLY as provided for in (i) or (ii) above. If  
 192 through no fault of Seller settlement has not occurred by the Settlement Date, then Seller, at Seller's option, may  
 193 terminate this Agreement by written notice to Buyer. If through no fault of Buyer settlement has not occurred by the  
 194 Settlement Date, then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller. Nothing  
 195 contained herein shall be construed to limit, in any way, any other legal remedy or right Seller, Buyer, Listing Firm  
 196 and/or Selling Firm may have for either party's failure to close on or before Settlement Date or at any time thereafter.  
 197 Possession of the Property shall be given at settlement unless otherwise agreed to in writing by Buyer and Seller.  
 198 At settlement, Seller shall execute and deliver (i) the deed, (ii) a mechanic's lien affidavit acceptable to Buyer's title  
 199 insurance company and (iii) such certificates or agreements as may be required by state and federal authorities for  
 200 tax and residency purposes. Seller and Purchaser agree to release and hold harmless Listing Firm, Selling Firm, the  
 201 officers, directors and employees, and any real estate broker or salesperson employed by or affiliated with the Listing

202 Firm or Selling Firm from any delay or expense caused by such delay in settlement due to regulatory or legal  
203 requirements.

204 Choice of Settlement Agent: Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that the  
205 Buyer has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's  
206 role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to  
207 the collection of documents and the collection and disbursement of funds required to carry out the terms of the  
208 contract between the parties. If part of the purchase price is financed, the lender for the Buyer will instruct the  
209 settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No  
210 settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged  
211 in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the  
212 purpose of providing legal services to that party.

213 Variation by agreement: The provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may  
214 not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the  
215 use of a particular settlement agent as a condition of the sale of the Property.

216 Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents  
217 avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing  
218 services. As a party to a real estate transaction, the Buyer is entitled to receive a copy of these guidelines from the  
219 settlement agent, upon request, in accordance with the provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1  
220 of the Code of Virginia.

221 Buyer and Seller each authorize their respective attorneys, lenders and/or the settlement agent, to furnish prior to  
222 the Settlement Date to all parties including, Listing Firm and Selling Firm, complete copies of the draft and final  
223 closing disclosure/settlement statement for the sale of the Property, including the HUD-1 settlement statement, the  
224 TILA-RESPA settlement statement, the ALTA settlement statement combined, the Seller Closing Disclosure (Seller's  
225 CD) and/or the Buyer's Closing Disclosure (Buyer's CD).

## 226 9. DEED AND TITLE:

227 A. Except as expressly provided in writing, representations and warranties made by Seller herein and all other  
228 provisions of this Agreement shall be deemed merged into the deed delivered at settlement and shall not survive  
229 settlement, unless otherwise provided herein. Seller shall convey marketable and insurable title to the Property  
230 by general warranty deed, unless otherwise specified below, subject to any easements, covenants and  
231 restrictions of record, which do not adversely affect the use of the Property for residential purposes. Title to the  
232 Property shall be conveyed (i) free and clear of all liens, tenancies and encumbrances of every kind except those  
233 stated herein, and (ii) with marketable and insurable access to a publicly dedicated road.

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237 B. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the  
238 Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title  
239 to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be  
240 governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title  
241 insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either  
242 "standard" or "enhanced" coverage which coverages have differing rates. Buyer authorizes Buyer's lender(s), if  
243 any, to include a quote for a premium for an owner's title insurance policy in the Loan Estimate based on  
244 enhanced coverage. Buyer understands that nothing in this Purchase Agreement obligates Buyer to obtain any  
245 owner's title insurance coverage at any time, including at Closing, and that the availability of enhanced coverage  
246 is subject to underwriting criteria of the title insurer. Buyer should consult Buyer's attorney with respect to  
247 obtaining owner's title insurance.

248 C. Buyer, at Buyer's expense,  **WAIVES/**  **DESIRSES** a survey and, if appropriate, elevation certificate of the  
249 Property by a licensed surveyor. Notwithstanding the foregoing, in the event Buyer's lender and/or title company  
250 requires a survey and/or an elevation certificate, Buyer shall, at Buyer's expense, obtain such survey and/or  
251 elevation certificate prior to settlement.

253  **A.** If new financing, or cash sale, all real property taxes, insurance, rents, interest, and appropriate homeowner's  
 254 association and/or condominium fees or dues and other reserves and assessments shall be prorated as of  
 255 Settlement Date.

256  **B.** If an assumption, all real property taxes, all insurance (if allowed), rents, interest, and appropriate homeowner's  
 257 association and/or condominium fees or dues and other reserves, if any, shall be  **PRORATED** or  **CURRENT**  
 258 **AND TRANSFERRED GRATIS** as of Settlement Date.

259 **11. VA/FHA/CONVENTIONAL FINANCING OR CASH CONTINGENCY:** If noted below, Buyer's obligations under this  
 260 Agreement are conditioned upon the applicable contingency: (**Check A, B, or C, as applicable**)

261  **A. HUD/FHA or VA FINANCING:**

262 (I) It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be  
 263 obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of  
 264 earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA or VA  
 265 requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans  
 266 Affairs or a Direct Endorsement Lender setting forth the appraised value of the Property (excluding closing  
 267 costs) as not less than the Purchase Price. Buyer shall have the privilege and option of proceeding with  
 268 consummation of this Agreement without regard to the amount of the appraised valuation by giving Seller  
 269 written notice thereof within three (3) days after receipt of notification of the appraised value. THE  
 270 APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE  
 271 DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS  
 272 WILL INSURE. HUD/DEPARTMENT OF VETERAN AFFAIRS DOES NOT WARRANT THE VALUE OR  
 273 THE CONDITION OF THE PROPERTY. BUYER SHOULD SATISFY HIMSELF/HERSELF THAT THE  
 274 PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

275 (II) If Buyer is obtaining VA financing and elects to complete the purchase at a price in excess of the appraised  
 276 value as established by the Department of Veterans Affairs (the "Department"), Buyer will disclose the  
 277 source of such funds to the Department and pay the excess amount from such source. Such funds will not  
 278 be borrowed funds unless approved by the Department.

279 (III) If Buyer is obtaining FHA financing, the parties acknowledge that the loan amount may be approximate  
 280 because financed acquisition costs cannot be determined until settlement.

281  **B. CONVENTIONAL FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this  
 282 Agreement, Buyer shall not incur any penalty by forfeiture of the Deposit or otherwise be obligated to complete the  
 283 purchase of the Property if the Purchase Price exceeds the final determination of appraised value established by  
 284 the appraiser ("Appraised Value") and Seller does not agree to reduce the Purchase Price to the Appraised Value.  
 285 Buyer shall have the privilege and option of proceeding to settlement without regard to the Appraised Value. In the  
 286 event the Purchase Price exceeds the Appraised Value and Seller or Listing Firm notifies Buyer or Selling Firm that  
 287 Seller agrees to reduce the Purchase Price to the Appraised Value, then this Agreement will remain in force and  
 288 settlement shall occur as specified in paragraph 8 of this Agreement.

289  **C. CASH:** Buyer  **DOES** /  **DOES NOT** wish to order an appraisal. If Buyer wishes to order an appraisal,  
 290 the appraisal must be paid for and ordered within seven (7) days after ratification of this Agreement or three (3) days  
 291 after removal of the property inspection contingency referenced in paragraph 14D or the appraisal contingency shall  
 292 be waived by Buyer. Notwithstanding any other provisions in this Agreement, Buyer reserves all rights outlined in  
 293 the following paragraph in the event the Appraised Value is less than the Purchase Price.

294 **APPRAISED VALUE:** With respect to paragraphs 11B and 11C above, if, for any reason, the Appraised Value is  
 295 less than the agreed upon Purchase Price, Buyer shall have three (3) days from receipt and notification of the  
 296 Appraised Value to Seller to either (a) agree in writing to proceeding to settlement without regard to the Appraised  
 297 Value, or (b) negotiate with Seller to find an acceptable agreement. If after three (3) days Buyer has not agreed to  
 298 proceed to settlement regardless of Appraised Value, Seller has not agreed to reduce the Purchase Price to the  
 299 Appraised Value, or an alternate acceptable to both Buyer and Seller has not been agreed to in writing, then either  
 300 Buyer or Seller may terminate this Agreement. If terminated, Buyer and Seller shall execute a Release with full  
 301 refund of the Deposit to Buyer.

302 **12. PROPERTY CONDITION:** With the exception of the rights reserved by Buyer pursuant to paragraph 14 and subject  
 303 to any inspections provided for in paragraph 13, Buyer represents that Buyer has inspected the Property and accepts  
 304 the Property in its present condition except noted as follows:  
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308 Seller shall repair or replace the above noted items, in a workmanlike manner, at Seller's expense prior to the walk  
 309 through inspection. Buyer acknowledges that Buyer has not relied upon any representation or warranty made by  
 310 Listing Firm, Selling Firm or Seller not expressly set forth in this Agreement with respect to the condition of the  
 311 Property. **Seller shall deliver the Property at settlement, or as otherwise provided, in substantially the same**  
 312 **condition as of the date of this Agreement, and except as provided in paragraph 15, free of personal property,**  
 313 **debris and trash. Seller assumes, until settlement, all risks of loss or damage to the Property by fire,**  
 314 **windstorm, casualty or other hazards.**

315 **Buyer  HAS  HAS NOT physically inspected the Property in person prior to execution of this Agreement.**  
 316 **If Buyer has not physically inspected the Property, Buyer is required to execute the No Physical Inspection**  
 317 **Addendum which shall be incorporated into this Agreement.**

318 **13. INSPECTIONS/REPAIRS/TREATMENTS/CAP:** Seller shall be responsible for the cost of repairs referenced in this  
 319 paragraph 13 in a total amount not to exceed \_\_\_\_\_ % (if blank, the parties deem the amount to be  
 320 1%) of the Purchase Price ("the Cap"). Seller will remain obligated to make repairs arising under this paragraph 13A  
 321 (Appraisal and Required Repairs), B (Wood Destroying Insect Infestation / Moisture / Inspection / Repairs), or C  
 322 (Drinking Water and Septic) up to the amount of the Cap even if such repair is waived by Buyer as part of the  
 323 Property Inspection Contingency Removal Addendum. If the total estimated costs of the repairs described in  
 324 paragraphs 13 A, B, C, and D collectively exceed the Cap, then Buyer alone, or Seller alone, or Buyer and Seller  
 325 jointly can agree to pay the excess. If neither party agrees to pay the excess amount and an acceptable alternative  
 326 agreement cannot be reached, then this Agreement shall be terminated, all parties shall execute a release  
 327 agreement, and the Deposit shall be refunded in full to Buyer.

328 **A. APPRAISAL AND REQUIRED REPAIRS:** Subject to the Cap, Seller shall make any repairs required by Lender  
 329 as a result of the appraisal, or as may be required by governmental agencies, prior to the walk through  
 330 inspection.

331 **B. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION/REPAIRS:**

332 **1. INSPECTION / REPORTS:**  **BUYER** /  **SELLER** shall obtain and authorize delivery at  **BUYER'S**  
 333 /  **SELLER'S** expense, an approved Wood Destroying Insect Infestation Inspection Report and a  
 334 Moisture Inspection Report, (collectively referred to as the "Reports") and any re-inspection reports if  
 335 required, from a licensed pest control operator. The Wood Destroying Insect Infestation Inspection Report  
 336 shall show whether the Property's principal dwelling, garage, and the following additional structures  
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338 \_\_\_\_\_ are free of visible wood destroying insect  
 339 infestation with no visible unrepaired damage from said infestation. The Moisture Inspection Report shall  
 340 show whether readily accessible areas of the foundation and understructure, including crawl space, sill  
 341 plates, joists, sub-flooring and substructure support timbers are free of standing water, visible moisture  
 342 damage and wood destroying fungi. The Reports must be obtained and delivered to settlement agent, within  
 343 **Fourteen** (**14**) days after ratification of this Agreement. If  
 344 new VA financing is involved, Seller shall reimburse Buyer for the cost of the original termite/moisture  
 345 inspection, if paid by Buyer.

346 If the Reports are not obtained and delivered within the above time frame, the other party shall have the  
 347 right to order the Reports at the expense of the party initially obligated to obtain the Reports. The obligation  
 348 to reimburse the cost of obtaining the Reports by the other party shall not exceed \$ \_\_\_\_\_.

349 **2. TREATMENT:** Treatment, if required, shall be performed by the company issuing the Reports. Cost of  
 350 treatment shall be at Seller's expense, subject to the Cap.

351 **3. REPAIRS:** Seller shall correct in a workmanlike manner, at Seller's expense, subject to the Cap, all standing  
 352 water and damage identified in the Reports prior to the walk through inspection. The selection of the  
 353 company to make any repairs, if required, shall be at the Seller's discretion. Buyer reserves the right to have  
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354 the required repairs re-inspected at or prior to walk-through to ensure repairs were completed in a  
 355 workmanlike manner.

### 356 C. DRINKING WATER AND SEPTIC:

357 1. DRINKING WATER: The Property is served by (Check One):

- 358  PUBLIC / PRIVATE utilities supplying drinking water, OR  
 359  WELL / CISTERNS providing potable drinking water.

360  BUYER /  SELLER shall obtain prior to the walk through inspection at  BUYER'S /  
 361  SELLER'S expense, a test confirming the water is safe for human consumption from the appropriate  
 362 governmental authority or from an acceptable private company, indicating that the well water is safe  
 363 for human consumption. If the water is found unsafe for human consumption, and the Property is  
 364 not served by another potable water source (i.e. city water line), Seller shall remedy prior to the walk  
 365 through inspection all defects and provide a test confirming the water is safe for human consumption  
 366 at Seller's expense, subject to the Cap.

367 2. SEPTIC:

368 If the Property is served by a septic system  BUYER /  SELLER shall obtain prior to the walk through  
 369 inspection at  BUYER'S /  SELLER'S expense, a written statement addressed to Buyer from either:

- 370 (a). an "accredited septic system inspector" as defined in §59.1-310.9 of the Code of Virginia; or  
 371 (b). an individual who holds a valid onsite sewage system operator, onsite sewage system installer  
 372 or soil evaluator license pursuant to Chapter 23 of Title 54.1 of the Code of Virginia

373 (such individual being referred to as a "Septic Inspector" for the purposes of this Agreement), indicating the  
 374 condition of the system and any malfunction or noncompliance with applicable ordinances and regulations.

375 The inspection  SHALL/  SHALL NOT include pumping the septic system at the expense of the  
 376 responsible party above prior to the walk through inspection. However, in the event the Septic Inspector  
 377 requires that the septic system be pumped prior to the inspection of the septic system, the responsible party  
 378 identified above shall pay to pump the septic system. Any required pumping of the septic system shall apply  
 379 to the cap.

381 If the septic system is found defective or in noncompliance with applicable governmental regulations by the  
 382 Septic Inspector, Seller shall repair and correct all defects prior to the walk through inspection at Seller's  
 383 expense, subject to the Cap.

384 D. WALK THROUGH INSPECTION: Buyer reserves the right to have a walk through inspection prior to settlement  
 385 to determine the Property is in substantially the same condition as of the date of this Agreement, and all  
 386 appliances, heating and cooling equipment, plumbing and electrical systems, and all other equipment ("Walk  
 387 Through Items") are in working order at time of settlement or possession, whichever occurs first.  BUYER /  
 388  SELLER shall be responsible for providing all utilities required for such inspection. Subject to the Cap, Seller  
 389 shall repair all non-working Walk Through Items at Seller's expense unless waived. Neither Listing Firm nor  
 390 Selling Firm shall be responsible for determining that the Walk Through Items are in working order.

391 14. CONTINGENCIES: This Agreement shall be contingent upon the following conditions and those noted in the  
 392 attached contingency addendum/addenda, if any:

393 A. CONDOMINIUM: Buyer and Seller acknowledge that the Property (check as applicable):

- 394 1.  IS NOT in a community subject to the Virginia Condominium Act (the "Condo Act").
- 395 2.  IS a resale of a Condominium Unit which currently has mandatory monthly fees of approximately  
 396 \$ \_\_\_\_\_ and is subject to the Condo Act and the Condominium Addendum is  
 397 attached to and shall become part of this Agreement. **Buyer's rights under this paragraph may not be  
 398 waived.**
- 399 3.  WILL BE in a community subject to the Condo Act in the event of a conversion or new construction.  
 400 (i) Until delivery to Buyer of a current Public Offering Statement for the Condominium, this Agreement shall  
 401 constitute a nonbinding reservation agreement only and creates no obligation on the part of Buyer and  
 402 is subject to cancellation without penalty by Buyer in Buyer's sole discretion in accordance with  
 403 Section (ii) below.

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 (ii) Upon delivery to Buyer of a current Public Offering Statement, Buyer shall be deemed to have entered  
 into a binding purchase agreement subject to Buyer's right to cancel within five (5) days after delivery.  
 If Buyer elects to cancel, Buyer may do so by written notice given in accordance with paragraph 23,  
 within the five (5) day period. Such cancellation shall be without penalty, and the Deposit shall be  
 promptly refunded in its entirety, without interest. **Buyer's rights under this paragraph may not be  
 waived.**

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 4.  **IS** a resale of a condominium unit in a condominium consisting of 3 or fewer units and as such is exempt  
 from the requirements in the Condo Act relating to a resale certificate and/or a public offering statement.  
 Prior to executing this Agreement, Buyer is advised to address all concerns relating to the Property being a  
 condominium unit, including without limitation and by way of explanation, issues related to hazard and  
 liability insurance, current and proposed maintenance and repairs, common expenses, restrictions and  
 agreements contained in the documents creating the condominium and similar items.

416 **B. PROPERTY OWNERS' ASSOCIATIONS:** Buyer and Seller acknowledge that the Property (check one):

- 417 1.  **IS NOT** in a community subject to the Virginia Property Owners' Association Act (the "POA Act").  
 418 2.  **IS** in a community which currently has mandatory monthly fees of approximately \$ **38.00**  
 419 and is subject to the POA Act. The Property Owners' Association Addendum is attached to and shall become  
 420 part of this Agreement. **Buyer's rights under this paragraph may not be waived.**

421 **C. CO-OPERATIVE:**

- 422 1.  **IS NOT** in a community subject to the Virginia Real Estate Cooperative Act (the "Co-Op Act").  
 423 2.  **IS** a Cooperative Unit which currently has mandatory monthly fees of approximately \$ \_\_\_\_\_  
 424 and is subject to the Co-Op Act and the Cooperative Interest Addendum is attached to and shall become  
 425 part of this Agreement.

426 **D. PROPERTY INSPECTIONS:** Buyer may request, at Buyer's expense, the following inspections:

- 427 1. **PROPERTY INSPECTION:** An inspection of the Property at Buyer's cost to determine the condition of the  
 428 Property. Buyer  **WAIVES /  DESIRES** an inspection to be performed on the Property at Buyer's  
 429 expense. If Buyer desires a property inspection, the REIN Property Inspection Contingency Addendum is  
 430 attached and shall become part of this Agreement. Should Buyer elect to waive the property inspection,  
 431 Buyer understands that a home inspector will not be permitted to conduct, or perform a property inspection  
 432 at Walk-Through beyond the terms of paragraph 13D.

433 2. **EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):**  **N/A**

434 An inspection and moisture test of the EIFS (Exterior Insulation & Finish System or synthetic stucco) by a  
 435 qualified professional with experience in this field provided that, in the event the property is a condominium  
 436 unit, the right to inspect may be limited by rights of other unit owners or the condominium association. Buyer  
 437  **WAIVES /  DESIRES** an EIFS inspection to be performed on the Property. If Buyer desires an EIFS  
 438 inspection, the Property Inspection Contingency Addendum is attached and shall become part of this  
 439 Agreement.

440 3. **LEAD-BASED PAINT DISCLOSURE:**  **N/A – Property was not constructed prior to 1978.**

441 A risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-  
 442 based paint hazards. The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires Seller to  
 443 make disclosures with respect to the presence of lead-based paint and/or lead-based paint hazards in  
 444 properties built prior to 1978. This Act does not apply to properties built in 1978 and later. In the event the  
 445 Property was built prior to 1978, Seller and Buyer acknowledge that a copy of the signed Disclosure of  
 446 Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached to this Agreement. Buyer  
 447  **WAIVES /  DESIRES** a risk assessment or inspection be performed on the Property. If Buyer desires  
 448 a risk assessment or inspection of the Property, then a copy of the Property Inspection Contingency  
 449 Addendum is attached and shall become a part of this Agreement.

450 4. **OTHER INSPECTIONS:** If Buyer desires Other Inspections, the Property Inspection Contingency  
 451 Addendum is attached and shall become a part of this Agreement.



- 502  3. Listing Firm and its salesperson(s) represent Seller. Selling Firm and its salesperson(s) represent  
503 neither Buyer nor Seller.
- 504  4. The Parties confirm that Selling Firm and its salesperson(s) represent Buyer as their client. Seller is a  
505 customer/unrepresented party and has signed the Disclosure of Brokerage Relationship to  
506 Unrepresented Party form.
- 507  5. Listing Firm and its salesperson(s) represent both Buyer and Seller as DUAL AGENTS OR DUAL  
508 REPRESENTATIVES, by mutual agreement. **Buyer and Seller have signed the Disclosure of Dual**  
509 **Agency or Dual Representation in a Residential Real Estate Transaction Form attached.**
- 510  6. Listing Firm and its broker represent both Buyer and Seller as DESIGNATED AGENTS OR  
511 DESIGNATED REPRESENTATIVES, by mutual agreement. **Buyer and Seller have signed the**  
512 **Disclosure of Designated Agents or Representatives in a Residential Real Estate Transaction**  
513 **Form attached.**
- 514  7. Buyer and Seller acknowledge that no brokerage relationship exists with any agent involved in this  
515 transaction. Both Buyer and Seller are unrepresented customers.

516 **B. AIRCRAFT NOISE ZONE / ACCIDENT POTENTIAL ZONE DISCLOSURE:**  N/A

517 Aircraft noise and/or accident zones are subject to change. If the Property is located in the cities of Norfolk,  
518 Virginia Beach, Chesapeake or Hampton, Buyer and Seller hereby acknowledge that as of the date of this  
519 Agreement current maps indicate the Property is located in an Aircraft Noise Zone

520 **-65**

and/or Aircraft Accident Potential Zone

521 **None**

(or similar designations). Noise attenuation

522 measures for new residential construction or modifications to nonconforming structures may be required and  
523 height restrictions may have been imposed in accordance with city ordinances. The Real Estate Transfer  
524 Disclosure for Properties Located in a Locality in Which a Military Air Installation is Located is attached, as  
525 required by § 55.1-704 of the Code of Virginia.

526 **C. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:** The Virginia Residential Property Disclosure Act  
527 (the "Act") requires sellers of residential real property to disclose to buyers certain information known to the  
528 sellers regarding the condition of the property to be purchased. Seller and Buyer acknowledge that a Residential  
529 Property Disclosure Statement, attached hereto, has been provided by Seller to Buyer prior to ratification of this  
530 Agreement and if the Property is an exempted property pursuant to § 55.1-702 of the Act then this paragraph  
531 does not apply.

532 **D. AGENCY INTEREST DISCLOSURE:** Except as otherwise disclosed below neither Listing Agent nor Selling  
533 Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in  
534 which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property.  
535 Except as disclosed below, neither Seller nor Buyer is a licensed real estate agent:


541 **E. MEGAN'S LAW DISCLOSURE:** Buyer(s) should exercise whatever due diligence they deem necessary with  
542 respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2  
543 whether the owner proceeds under subdivision 5 of subsection B of § 55.1-703. Such information may be  
544 obtained by contacting your local police department or the Department of State Police, Central Criminal Records  
545 Exchange, at 804-674-2000 or <https://sex-offender.vsp.virginia.gov/sor>.

546 **F. MECHANICS LIEN:** Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished  
547 materials for the construction, removal, repair or improvement of any building or structure to file a lien against  
548 the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not  
549 later than the earlier of (i) ninety (90) days from the last day of the month in which the lien or last performed work  
550 or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is  
551 terminated. Seller warrants that all bills related to any repairs or improvements made to the Property have been  
552 paid or will be paid by Seller from the proceeds at settlement. AN EFFECTIVE LIEN FOR WORK PERFORMED  
553 PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD  
554 BE CONSULTED.

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**G. SQUARE FOOTAGE/ACREAGE AND/OR OTHER PROPERTY MEASUREMENTS:** Any representation of square footage, acreage and/or other property measurements are approximate, subject to variation based on method of measurement, and should be independently confirmed by Buyer. Buyer acknowledges and agrees that Buyer has undertaken any and all investigations Buyer desires with respect to obtaining measurements of the Property, including the square footage of the rooms, the acreage of the lot or the other measurements related to the Property and finds any and all such measurements to be acceptable and shall not use the size, acreage or square footage of the Property as the basis for any termination of this Agreement. Buyer agrees to waive, release and discharge all parties to this Agreement, including REIN, from any and all claims that the square footage, acreage or other measurements of the Property were incorrectly stated in any literature concerning the Property generated by REIN's MLS Systems, including Listing and / or Tax reports.

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**H. PENDING BUILDING OR ZONING VIOLATIONS:** Unless disclosed in writing below Seller has no actual knowledge that the Property has pending enforcement actions pursuant to the Uniform Statewide Building Code. Section 55.1-706 of the Code of Virginia states that if the Seller of a residential dwelling unit has actual knowledge of any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the Property of which the Seller has been notified in writing by the locality, or any pending violation of the local zoning ordinance that the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by the court of competent jurisdiction, the Seller shall provide to a prospective Purchaser a written disclosure that so states. Such disclosure shall be provided to the Purchaser on a form provided by the Real Estate Board on its website.

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**I. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE:** If a Seller of residential real property has actual knowledge that the Property being sold (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines, the Seller is required to provide a written disclosure to Buyer in accordance with Section 55.1-708 of the Code of Virginia. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine. If applicable, the Disclosure Statement for Residential Property Previously Used to Manufacture Methamphetamine is attached to this Agreement as required by the Code of Virginia.

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**17. BROKERAGE FEE:** Selling Firm and Listing Firm are intended to be, and are, third party beneficiaries of this Agreement with respect to payment of the brokerage fee and are entitled to payment at settlement as provided by separate agreement(s). The settlement agent shall disburse the brokerage fee to Listing Firm and Selling Firm at settlement.

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**18. DEFAULT:** Subject to the provisions of paragraph 19 below, if either party defaults under this Agreement, the nondefaulting party may pursue, in such party's discretion, all remedies available to the nondefaulting party at law or in equity. In the event of default, Escrow Agent shall pay the Deposit to the nondefaulting party in accordance with paragraph 5B and the nondefaulting party shall have the right to pursue such other rights and remedies against the defaulting party as the nondefaulting party may have, both legal and equitable. All of the rights and remedies hereunder are cumulative. The defaulting party shall be liable for the brokerage fee due Listing Firm and Selling Firm. In any action arising from or related to this Agreement, including, but not limited to, any suit to secure the release of the Deposit from escrow, the prevailing party shall be entitled to receive from the non-prevailing party or parties, reasonable attorneys' fees, costs (including expert fees) and expenses incurred by such prevailing party.

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**19. DISPUTE RESOLUTION:** Prior to initiating any litigation, the parties agree any dispute or claim arising out of, or relating to, this Agreement, the breach of this Agreement or the services provided in connection with this Agreement, shall be submitted to mediation. Upon assertion of a matter for mediation, the asserting party shall give written notice to the other party requesting suitable arrangements for mediation. If, within thirty (30) days of written notice given by the asserting party in the prior sentence, the non-asserting party does not reply, does not agree to mediation or does not reach an agreement for a mutually acceptable, date, time, place and/or mediator, the asserting party shall have no further obligation to endeavor to mediate and may assert any and all legal remedies available to the asserting party. Solely for the purpose of this paragraph 19 with respect to the written notice requesting mediation to the non-asserting party, such written notices shall also be required to be given to the principal and supervising broker of both the Listing Firm and the Selling Firm. Disputes shall include, by way of illustration and not limitation, claims arising from misrepresentations made by the parties to this Agreement in connection with the sale, purchase, financing, condition or other aspects of the Property, including, allegations of concealment, misrepresentation, negligence and/or fraud.

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DS  
Initials: Buyer / DS  
Seller /  
  
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610 The following matters are excluded from mediation under the preceding paragraph: (a) judicial or non-judicial  
 611 foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful  
 612 detainer action; (c) the filing or enforcement of a mechanics lien; (d) any matter which is within the jurisdiction of a  
 613 probate court; or (e) violation of a state's real estate license laws. The filing of a judicial action to enable the recording  
 614 of a notice of pending action, or other provisional remedies, shall not constitute a waiver of the right to mediate under  
 615 this provision, nor shall it constitute a breach of the duty to mediate. If the parties cannot reach a mutually agreeable  
 616 settlement through mediation, they are free to arbitrate or litigate their dispute as if the mediation never took place.  
 617 The terms and provisions of this paragraph 19 shall survive settlement and conveyance of title to the property for a  
 618 period of five (5) years from the date of this Agreement pursuant to the terms of § 8.01-246 of the Code of Virginia  
 619 of 1950, as amended.

620 **20. OTHER PROVISIONS:**

621 **Seller to provide buyer with a 1 year Home Warranty up to \$550 with a company of buyer's choice.**

622  
 623 **21. NON ASSIGNMENT:** This Agreement may not be assigned by Buyer without the written consent of Seller.

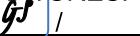
624 **22. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection  
 625 with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange. The  
 626 exchanging party shall be responsible for all costs associated with such exchange. A non-exchanging party shall  
 627 assume no additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute additional  
 628 documents, including assignment of this Contract at no cost to the non-exchanging party, as shall be required to  
 629 give effect to this provision.

630 **23. NOTICES:** Except as provided below, all notices required to be sent to Seller under this Agreement shall be sent to  
 631 Listing Firm and all notices to be sent to Buyer shall be sent to Selling Firm. Except as provided below, all notices  
 632 required to be sent under this Agreement shall be given in accordance with one of the following methods: (a) hand  
 633 delivery; (b) United States mail, postage prepaid, provided that the sender retains sufficient proof of mailing, which  
 634 may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming  
 635 such mailing; (c) electronic means provided that the sender retains sufficient proof of the electronic delivery, which  
 636 may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service  
 637 prepared by the sender confirming the electronic delivery; or (d) overnight delivery using a commercial service or  
 638 the United States Postal Service. Notices given pursuant to the Property Owners' Association Addendum to  
 639 Purchase Agreement, the Condominium Addendum to Purchase Agreement or the Cooperative Interest Addendum  
 640 to Purchase Agreement shall be given in accordance with their terms. The addresses set forth below each parties  
 641 name shall be the address for notice to such party unless such party subsequently gives notice in accordance with  
 642 this paragraph of a different address to be used for such party.

643 **24. MISCELLANEOUS:** Paragraph headings and section headings of this Agreement are inserted for convenience only  
 644 and shall not be deemed to constitute a part of this Agreement. **The term "day" shall be deemed to mean any**  
**645 day of the week, Monday through Sunday, both inclusive regardless of legal or religious holiday. The term**  
**646 "business banking day" shall mean Monday through Friday, except federal holidays.** "Day" shall mean 12:00  
 647 a.m. (midnight) until 11:59 p.m. Eastern Time. Any agreed upon timeframe shall begin at 12:00 a.m.(midnight) after  
 648 the event triggering the commencement of the timeframe and end at 11:59 p.m. Any changes must be made by  
 649 written amendment. This Agreement and any exhibits, addenda, modifications or amendments may be executed  
 650 i) in any number of counterparts and by facsimile or other electronic means, except with respect to digital signatures,  
 651 and ii) by different parties in separate counterparts, each of which when so executed and delivered shall be deemed  
 652 original, but all such counterparts shall constitute but one and the same instrument. To the extent any handwritten  
 653 or typewritten terms in this Agreement conflict with, or are inconsistent with the printed terms of this Agreement, the  
 654 handwritten or typewritten terms shall control. This Agreement is executed under seal. The terms of this Agreement  
 655 and the addenda, exhibits, modifications or amendments referenced herein or which reference this Agreement  
 656 constitute the entire agreement and there are no other agreements between the parties. Seller and Buyer both  
 657 authorize Listing Firm and/or Selling Firm to disclose financial information related to the sale of the Property,  
 658 including information related to settlement expenses (but not personal financial information) to the multiple listing  
 659 service and/or real estate appraisers. The waiver by Seller of any terms, conditions, or provisions of this Agreement  
 660 shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement. If any  
 661 term, condition, or provision of this Agreement is declared illegal or invalid for any reason by a court of competent  
 662 jurisdiction, the remaining terms, conditions and provisions of the Agreement shall, nevertheless, remain in full force  
 663 and effect.

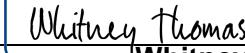
OPTIONAL – if both Buyer and Seller initial below, digital signatures are acceptable for use in this transaction. If both Buyer and Seller do not initial below, digital signatures are not acceptable for use in this transaction. The following language is included for the sole purpose of determining the parties' agreement to accept digital signatures and is not required to be completed if the parties do not agree to accept digital signatures.

**EXPRESS AGREEMENT TO CONDUCT TRANSACTION USING DIGITAL SIGNATURES:** IN ACCORDANCE WITH THE UNIFORM ELECTRONIC TRANSACTIONS ACT (§ 59.1-479 ET SEQ. OF THE CODE OF VIRGINIA), BUYER AND SELLER CHOOSE TO ACCEPT DIGITAL SIGNATURES AS ORIGINAL DURING THE COURSE OF THIS TRANSACTION AND UNDERSTAND THAT AGREEING TO ACCEPT DIGITAL SIGNATURES FROM THE OTHER PARTY DOES NOT COMMIT~~s~~ THEM TO USING DIGITAL SIGNATURES EXCLUSIVELY. BY INITIALING BELOW, THE PARTIES AGREE TO USE DIGITAL SIGNATURES:

Buyer Seller  /

664                   **THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP,**  
 665                   **FAMILIAL STATUS, SOURCE OF FUNDS, SEXUAL ORIENTATION, GENDER IDENTITY, MILITARY STATUS,**  
 666                   **ELDERLINESS, NATIONAL ORIGIN, OR ANY PROTECTED CLASS UNDER FEDERAL, STATE OR LOCAL**  
 667                   **LAW.**

668                   **THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

669                   BUYER(S) SIGNATURE(S):	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">           DocuSigned by:    <small>37C5237A37DEA</small> </div> <div style="display: inline-block; margin-top: -20px;"> <b>Alicia Speed</b>  <small>(Date)</small> </div>	<b>11/24/2021</b>		
670				
671                   BUYER(S) Address:				
672				
673                   SELLING AGENT SIGNATURE:	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">           DocuSigned by:    <small>AE5A77A813</small> </div> <div style="display: inline-block; margin-top: -20px;"> <b>Whitney L Thomas</b>  <small>(Date)</small> </div>	<b>11/24/2021</b>		
674				
675                   Selling Firm Name:	<b>Better Homes&amp;Gardens R.E. Native American Grp</b>			
676				
677                   Selling Firm Address:	<b>5224 Indian River Rd. #104</b>	<b>Virginia Beach</b>	<b>VA</b>	<b>23464</b>
678				
679                   REIN ID#	<b>102900</b>	VA License#	<b>0226019601</b>	
680				
681                   Selling Agent Name:	<b>Whitney L Thomas</b>			
682                   REIN ID#	<b>69452</b>	VA License#	<b>0225253037</b>	
683				
684                   SELLER(S) SIGNATURE(S):	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">   <small>Authentisign</small> </div> <div style="display: inline-block; margin-top: -20px;"> <b>Greician Standley</b>  <small>(Date)</small> </div>	<b>11/24/2021</b>		
685				
686                   SELLER(S) Address:				
687				
688                   LISTING AGENT SIGNATURE:	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">   <small>Authentisign</small> </div> <div style="display: inline-block; margin-top: -20px;"> <b>Marsharee J Similien</b>  <small>(Date)</small> </div>	<b>11/24/21/24/2021</b>		
689				
690                   Listing Firm Name:	<b>1st Class Real Estate LLC</b>			
691				
692                   Listing Firm Address:	<b>831 Seahawk Circ.</b>	<b>Virginia Beach</b>	<b>VA</b>	<b>23451</b>
693				
694                   REIN ID#	<b>126400</b>	VA License#	<b>0226024430</b>	
695				
696                   Listing Agent Name:	<b>Marsharee J Similien</b>			
697				
698                   REIN ID#	<b>62628</b>	VA License#	<b>0225235808</b>	
699				

American Land Title Association

ALTA Settlement Statement - Seller  
Adopted 05-01-2015

File No./Escrow No.: [REDACTED]	Champion Title & Settlements, Inc. 21631 Ridgetop Circle Ste 250 Sterling, VA 20166 (703) 444-4100	
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Property Address:	6424 ABERDEEN PLACE SUFFOLK, VA 23435 (SUFFOLK CITY) (304570500)
Seller:	GRECIAN W. STANDLEY
Lender:	Movement Mortgage, LLC 841 Seahawk Circle, Virginia Beach, VA 23452
Settlement Date:	1/7/2022
Disbursement Date:	

Description	Seller		
	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property			\$340,000.00
<b>Payoffs</b>			
Payoff of First Mortgage Loan to		\$276,678.00	
<b>Commissions</b>			
Real Estate Commission to Better Homes & Gardens Real Estate Native American Group		\$8,500.00	
Real Estate Commission to 1st Class Real Estate LLC		\$8,500.00	
<b>Title Charges</b>			
Title - Document preparation to Kase & Associates, P.C.		\$150.00	
Title - Settlement or closing fee to Champion Title & Settlements, Inc.		\$410.00	
Title - Release Tracking Fee (Seller) to Lien Release Specialists, LLC		\$45.00	
<b>Government Recording and Transfer Charges</b>			
County Deed Tax/Stamps to Virginia Clerk of the Circuit Court		\$170.00	
State Deed Tax/Stamps to Virginia Clerk of the Circuit Court		\$170.00	
	P.O.C.	Debit	Credit
<b>Subtotals</b>		\$0.00	\$294,623.00
Due To Seller			\$45,377.00
<b>Totals</b>		\$0.00	\$340,000.00
			\$340,000.00

Third parties may receive payments for settlement services from the fees disclosed on this statement.  
The real estate brokerage commissions may be disbursed in part, directly to the agent, when requested and authorized in advance.  
NPN: 1643239

#### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Champion Title & Settlements, Inc. to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

GRECIAN W. STANDLEY